

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: [MPCARS/20/F-60/SAPS/2016]

Selection of consultancy firm to provide Project Management Support and consultants to MPSAPS

Client:

MPSAPS (Madhya Pradesh State Agency for Public Services)

Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis Campus
Bhadbhada Road, T.T. Nagar, Bhopal, Madhya Pradesh, India. Pin code: 462003

Country: India

Project: MPCARS (Madhya Pradesh Citizen Access to Responsive Services)

Preface

This electronic Request for Proposals (“RFP”) has been prepared by the Client and is based on the Standard Request for Proposals (“SRFP”) issued by the World Bank¹ (“the Bank”), dated October 2011 and modified for the use in electronic procurement.

¹ References in this RFP to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and International Development Association (IDA).

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SECTION-1

Letter of Invitation

PART I

Section 1. Letter of Invitation

RFP No. MPCARS/20/F-60/SAPS/2016;

Loan/Credit/Grant No./Project ID: P149182 INDIA, 23.10.2015

To,

<Name of bidder>

Dear Mr. /Ms.:

1. The *Government of Madhya Pradesh, Department of Public Service Management* (hereinafter called “Borrower”) has applied for financing from the International Development Association (IDA) (the “Bank”) in the form of a “loan” (hereinafter called “loan” toward the cost of MPCARS (Madhya Pradesh Citizen Access for Public Services) project. The MPSAPS (Madhya Pradesh State Agency for Public services), an implementing agency of the *Government of Madhya Pradesh, Department of Public Service Management*, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Madhya Pradesh State Agency for Public services and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. MPSAPS now invites proposals to provide the following consulting services (hereinafter called “Services”): **Selection of consultancy firm to provide Project Management Support and consultants to MPSAPS**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This electronic Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 1. Accenture Services Pvt. Limited,
 2. Deloitte Touche Tohmatsu India Private Limited,
 3. Ecorys Nederland BV

4. Ernst and Young LLP
5. Grant Thornton India LLP
6. PricewaterhouseCoopers Private Limited

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality and Cost Based Selection (QCBS) procedures and in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines dated Jan 2011, which can be found at the following website:

<http://web.worldbank.org/WBSITE/EXTERNAL/PROJECTS/PROCUREMENT/0,,contentMDK:20060840~pagePK:84269~piPK:60001558~theSitePK:84266~isCURL:Y~isCURL:Y~isCURL:Y~isCURL:Y~isCURL:Y~isCURL:Y,00.html>

6. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal (STP) - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Lump-Sum)

7. The RFP is available online at www.mpeproc.gov.in and <http://mpedistrict.gov.in/> for the short-listed consultants only. The short-listed consultants are required to register on this website at no cost and prior to the submission of proposals. Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities in order to submit a proposal on line at the web address indicated above. The list of the authorized Certifying Authorities can be found http://cca.gov.in/cca/?q=licensed_ca.html.
8. Please inform us by 14.05.2016, in writing at *below address*:

Executive Director

Madhya Pradesh State Agency for Public Services (MPSAPS).
Public Service Management Department
Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis Campus
Bhadbhada Road, T.T. Nagar, Bhopal, Madhya Pradesh, India. Pin code: 462003
Telephone no.: -0755-2770926
E-mail: loksevamp@gmail.com

- (a) That you have received the Letter of Invitation; and

- (b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
9. Details on the proposal's submission date, time and address are provided in Clauses 17.4 of the ITC.

Yours sincerely,

M. Selvendran

Executive Director

Madhya Pradesh State Agency for Public Services (MPSAPS).

SECTION-2

Instructions to Consultants and Data Sheet

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant²]* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.

² [“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the e-RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the e-RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the electronic selection of Consultants, based on the SRFP.
- (t) “SRFP” means the trial version of Standard Request for Proposals for the use in electronic procurement issued by the Bank, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference as specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the

Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. Kindly refer the data sheet for the information on consulting assignments. Consultants are requested to contact MPSAPS office for any kind of clarification related to this RFP.

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii)

operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) Their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for

further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, by notifying all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. Mode of notifications is specified in the **Data Sheet**.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request an online clarification of any part of the RFP during the period and in accordance with the procedure indicated in the **Data Sheet** before the Proposals' submission deadline. The Client will respond online by uploading the response on the portal (including an explanation of the query but without identifying its source) for information of all shortlisted Consultants. Should the Client deem it necessary to amend the e-RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an

amendment online in accordance with procedure described in Data Sheet. The amendment shall be binding on all shortlisted Consultants.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline, online, in accordance with the procedure described in the **Data Sheet**. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 The Client may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.

14.1.2 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.3 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a

Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission of Proposals

17.1 The Consultant shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done electronically through the website and in accordance with the procedures specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.

17.2 An authorized representative of the Consultant shall digitally sign the submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.

17.2.1 In the case of a Joint Venture, submission letters shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the

power of attorney shall then be scanned and uploaded together with the Technical Proposal.

17.3 Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.

17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.

17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

19. Online Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online immediately after the Proposals' submission deadline and following the procedure described in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted and shall be securely stored on the portal.

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable .

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Online Opening of Financial Proposals (for QCBS)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score by sending a notification through the means indicated in the **Data Sheet**. The notification shall also include information relating to the Consultant’s overall technical

score, as well as scores obtained for each criterion and sub-criterion. Financial Proposals of those Consultants whose Technical Proposals did not meet the minimum qualifying score shall not be opened. In such case, a notification to that effect will be sent to the Consultant. The Client shall simultaneously notify those Consultants that have achieved the minimum overall technical score and inform them of the date, time and, if indicated in the **Data Sheet**, location for online opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals (online, or in person, if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice. If the Data Sheet provides an option of attending in person, the opening date should allow the Consultants sufficient time to make arrangements for attending the opening.

23.2 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the **Data Sheet**. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the e-RFP, the e-procurement system automatically calculates the amount in words from the amount in figures and automatically calculates the total amount. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. The

evaluation committee will also adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal.

b. Lump-Sum Contracts 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes 25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS) 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS) 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; promptly notify the other shortlisted Consultants and publish the award as per the instructions in the **Data Sheet**.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1(c)	NA
2.1	<p>Name of the Client: Madhya Pradesh State Agency for Public Services</p> <p>Method of selection: Quality & Cost Based Selection_ as per</p> <p>Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Selection of Consultancy firm to provide Project Management Support and consultants to MPSAPS</p>
2.3	<p>A pre-proposal conference will be held: Yes Date of pre-proposal conference: 18.05.2016 Time: 3.00 PM Address: State Agency for Public Services (SAPS). Public Service Management Department Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis Campus Bhadbhada Road, T.T. Nagar, Bhopal, Madhya Pradesh, India. Pincode: 462003 Telephone: 0755-2770926 E-mail: loksevamp@gmail.com</p> <p>Contact person: Mr. Ambrish Srivastava Director (Admin) MPSAPS Telephone: 0755-2770926</p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: NA

4.1	<ol style="list-style-type: none"> 1. Bidders are requested to visit the following URL for more information. https://www.mpeproc.gov.in/ https://edistrict.gov.in/ http://mpedistrict.gov.in/ 2. Details of project can be found in the ToR. 3. Bidders are requested to contact SAPS office for any kind of clarification, information on the project.
6.3.1	<p>A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following under the <u>SIMPLIFIED TECHNICAL PROPOSAL (STP)</u>:</p> <p>1. Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-4 (4) TECH-5 (5) TECH-6 <p>2. Financial Proposal :</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN -3
10.2	<p>Statement of Undertaking is required Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible No</p>
12.1	<p>Proposals must remain valid for 90 calendar days after the proposal submission deadline (i.e., until: 08.09.2016).</p>

12.4	<p>In case client feels that the proposal validity should be extended in order to get formal approval and go-ahead. Client will send a confirmation mail to all shortlisted consultants.</p> <p>All Shortlisted consultants may send their consent via email to extend the validity of proposal for another 90 days.</p>								
13.1	<p>Clarifications may be requested no later than 10 days prior to the submission deadline.</p> <p>All requests for clarifications shall be made via email to loksevamp@gmail.com cc to ambarishs2004@yahoo.co.in and nitin1.tiwari@mapit.gov.in.</p> <p>Format of clarification</p> <table border="1" data-bbox="440 747 1377 863"> <thead> <tr> <th data-bbox="440 747 529 821">S#</th> <th data-bbox="529 747 792 821">RFP reference / Page no.</th> <th data-bbox="792 747 1019 821">RFP Clause</th> <th data-bbox="1019 747 1377 821">Clarification Sought / Query</th> </tr> </thead> <tbody> <tr> <td data-bbox="440 821 529 863"></td> <td data-bbox="529 821 792 863"></td> <td data-bbox="792 821 1019 863"></td> <td data-bbox="1019 821 1377 863"></td> </tr> </tbody> </table> <p>Clarifications sent through any other medium shall not be accepted.</p>	S#	RFP reference / Page no.	RFP Clause	Clarification Sought / Query				
S#	RFP reference / Page no.	RFP Clause	Clarification Sought / Query						
13.2	<p>Online submission of modifications by the bidder are as per the process defined in https://www.mpeproc.gov.in.</p>								
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): NO Or (b) other shortlisted Consultants: NO</p>								
14.1.2	<p>Estimated input of Key Experts' time-input: 720 person-months.</p>								
15.2	<p>The format of the Technical Proposal to be submitted is: STP (Simplified Technical Proposal)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>								
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>								
16.3	<p>Information on the Consultant's tax obligations in the Client's country can be found http://www.incometaxindia.gov.in and http://www.mp.gov.in/.</p>								

<p>16.4</p>	<p>The Financial Proposal shall be stated in the following currencies: INDIAN RUPEES ONLY (INR)</p> <p>.....</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>17.1</p>	<ul style="list-style-type: none"> • The Consultants shall submit their Proposals electronically on the portal: www.mpeproc.gov.in • For participation in e-tendering, it is mandatory for prospective bidders to get registered on website www.mpeproc.gov.in . Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest. • Tender documents can be downloaded from website www.mpeproc.gov.in. However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of Rs 20,000/- (Rs Twenty Thousand only) + processing fee as applicable (non-refundable) to be paid online through the eprocurement portal (website www.mpeproc.gov.in), without which bids will not be accepted. • Service and gateway charges shall be borne by the bidders.
<p>17.4</p>	<p>The Proposals must be submitted online no later than: Date: 09-06-2016 Time: 15.00 hr India Standard Time (i.e. 3.00 PM)</p>
<p>17.5</p>	<ul style="list-style-type: none"> • Since the bidders are required to sign their bids online using class-III Digital Signature Certificates, they are advised to obtain the same at the earliest. • For further information regarding issue of Digital Signature Certificate, the bidders are requested to visit website www.mpeproc.gov.in . Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. SAPS will not be responsible for delay in issue of Digital Signature Certificate. • If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance. • Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.

	<ul style="list-style-type: none"> • Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in • SAPS shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever. • For any type of clarifications bidders/contractors can visit www.mpeproc.gov.in and help desk contact No. 18002748484 and 18002745454. • Interested bidders may attend the free training program in Bhopal at their own cost. For further query please contact help desk. 									
19.1	<p>An online opening of the Technical Proposals will be conducted as followed. The procedure for online opening of Technical Proposals can be seen at www.mpeproc.gov.in</p> <p><i>Consultants have an option to attend the opening of the Technical Proposals in person.</i></p> <p><i>The opening shall take place at: online from SAPS office</i> MPSAPS (Madhya Pradesh State Agency for Public Services) Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis Campus Bhadbhada Road, T.T. Nagar, Bhopal, Madhya Pradesh, India. Pin code: 462003</p> <p>Date: same as the submission deadline indicated in 17.4. (i.e. 09-06-2016) Time: 15:30 local time (i.e. 3.30 PM)</p>									
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <ol style="list-style-type: none"> 1. Name of Shortlisted Consultants. 2. Last date of Proposal Submission. 									
21.1 [for STP]	<p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:</p> <table border="1"> <thead> <tr> <th>S#</th> <th>Evaluation Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td> Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference. Adequacy of approach : 10 Marks Adequacy of Methodology : 10 Marks Quality of Deliverables : 10 Marks Work Plan : 5 Marks Value addition : 5 Marks in achieving DLIs </td> <td>40</td> </tr> <tr> <td>(ii)</td> <td>Key Experts' evaluation for the Assignment:</td> <td>60</td> </tr> </tbody> </table>	S#	Evaluation Criteria	Points	(i)	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference. Adequacy of approach : 10 Marks Adequacy of Methodology : 10 Marks Quality of Deliverables : 10 Marks Work Plan : 5 Marks Value addition : 5 Marks in achieving DLIs	40	(ii)	Key Experts' evaluation for the Assignment:	60
S#	Evaluation Criteria	Points								
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(ii)	Key Experts' evaluation for the Assignment:	60								

	<p>a) Position K-1: [Lead Project Manager] [12] b) Position K-2: [Governance / Public Service Delivery Specialist 1] [8] c) Position K-4: [M&E Specialist] [8] d) Position K-5:[Senior Data Analyst 1] [8] e) Position K-8:[eGovernance / MIS Specialist] [8] f) Position K-9 :[Procurement Specialist] [8] g) Position K-10 : [Consultant Social Inclusion & Communication Specialist] [8] {Notes to Consultant: Each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant. For each position above one resource is required. }</p>	
		100

Total points for the two criteria: 100

The minimum technical score (St) required to pass is: 70

Evaluation Matrix of Key Expert

S#	Level	Position	Marking Matrix	Total Marks												
1	L1	Lead Project Manager	<table border="1" style="width: 100%;"> <tr> <td>Certification</td> <td>PMP/PRINCE 2/ ITIL/CISA/CISSP/e-Gov Certification</td> <td>2 Marks</td> </tr> <tr> <td>Experience</td> <td>= 10 Year : 0 M For additional every year : 0.5M Maximum : 2 Marks</td> <td>2 Marks</td> </tr> <tr> <td>Relevant Assignment</td> <td>public service delivery, public sector reform and monitoring and evaluation / Multilateral funding project experience (including World Bank, DFID, ADB) < 3 projects : 3 M => 3 projects to < 5 projects :5 M > 5 Projects : 7 M</td> <td>7 Marks</td> </tr> <tr> <td>Working level fluency in Hindi language</td> <td>Knowledge of government working in Hindi language</td> <td>1 Marks</td> </tr> </table>	Certification	PMP/PRINCE 2/ ITIL/CISA/CISSP/e-Gov Certification	2 Marks	Experience	= 10 Year : 0 M For additional every year : 0.5M Maximum : 2 Marks	2 Marks	Relevant Assignment	public service delivery, public sector reform and monitoring and evaluation / Multilateral funding project experience (including World Bank, DFID, ADB) < 3 projects : 3 M => 3 projects to < 5 projects :5 M > 5 Projects : 7 M	7 Marks	Working level fluency in Hindi language	Knowledge of government working in Hindi language	1 Marks	12
			Certification	PMP/PRINCE 2/ ITIL/CISA/CISSP/e-Gov Certification	2 Marks											
			Experience	= 10 Year : 0 M For additional every year : 0.5M Maximum : 2 Marks	2 Marks											
			Relevant Assignment	public service delivery, public sector reform and monitoring and evaluation / Multilateral funding project experience (including World Bank, DFID, ADB) < 3 projects : 3 M => 3 projects to < 5 projects :5 M > 5 Projects : 7 M	7 Marks											
Working level fluency in Hindi language	Knowledge of government working in Hindi language	1 Marks														
2	L2	Governance / Public Service Delivery Specialist	<table border="1" style="width: 100%;"> <tr> <td>Certification</td> <td>PMP/PRINCE 2/ ITIL/e-Gov Certification</td> <td>1 Marks</td> </tr> <tr> <td>Experience</td> <td>Working on e-District Project / Citizen Service Delivery Project (Minimum One)</td> <td>1 Marks</td> </tr> </table>	Certification	PMP/PRINCE 2/ ITIL/e-Gov Certification	1 Marks	Experience	Working on e-District Project / Citizen Service Delivery Project (Minimum One)	1 Marks	8						
Certification	PMP/PRINCE 2/ ITIL/e-Gov Certification	1 Marks														
Experience	Working on e-District Project / Citizen Service Delivery Project (Minimum One)	1 Marks														

			Relevant Assignment	e-Gov Projects / Multilateral funding project experience (including World Bank, DFID, ADB) < 3 projects : 2 M => 3 projects to < 5 projects :3 M > 5 Projects : 5 M	5 Marks		
			Working level fluency in Hindi language	Knowledge of government working in Hindi language (Minimum One)	1 Marks		
3	L2	M&E Specialist				8	
			Certification	PMP/PRINCE 2/ITIL / eGov Project	1 Marks		
			Experience	Experience in World Bank/ DFID/ ADB etc. funded project	1 Marks		
			Relevant Assignment	e-Gov Projects / Multilateral funding project experience (including World Bank, DFID, ADB) < 3 projects : 2 M => 3 projects to < 5 projects :3 M > 5 Projects : 5 M	5 Marks		
			Working level fluency in Hindi language	Knowledge of government working in Hindi language	1 Marks		
4	L2	Senior Data Analyst				8	
			Certification	Big Data/ Data Analytics tool Certification	1 Marks		
			Experience in open source	Open Source BI/ DA tool	1 Marks		
			Relevant Assignment	Relevant analytics project experience < 2 projects : 3 M => 2 projects to < 4 projects :4 M > 4 Projects : 6 M	6 Marks		
5	L2	eGovernance/ MIS Specialist				8	
			Certification	PMP/PRINCE 2/ ITIL/e-Gov Certification	1 Marks		
			Experience	Working on e-District Project / Citizen Service Delivery Project (Minimum One)	1 Marks		
			Relevant Assignment	e-Gov Projects / Multilateral funding project experience (including World Bank, DFID, ADB) < 3 projects : 2 M => 3 projects to < 5 projects :3 M > 5 Projects : 5 M	5 Marks		
			Working level fluency in Hindi language	Knowledge of government working in Hindi language	1 Marks		
6	L2	Procurement Specialist				8	
			Certification	PMP/PRINCE 2/ ITIL/ Contract Management/ eGov Certification	1 Marks		
			Experience	Experience in Multilateral funding project experience	1 Marks		

				(including World Bank, DFID, ADB).			
			Relevant Assignment	eGov Project/ Multilateral funding project experience (including World Bank, DFID, ADB) < 1 projects : 3 M => 2 projects to < 3 projects :4 M > 3 Projects : 5 M	5 Marks		
			Working level fluency in Hindi language	Knowledge of government working in Hindi language	1 Marks		
7	L2	Social Inclusion and Communication Specialist				8	
			Certification	Advertisement & Marketing / Communication /Journalism Certification	1 Marks		
			Relevant Assignment	e-Gov Projects / Multilateral funding project experience (including World Bank, DFID, ADB) < 1 projects : 4 M => 2 projects to < 3 projects :5 M > 3 Projects : 6 M	6 Marks		
			Working level fluency in Hindi language	Knowledge of government working in Hindi language	1 Marks		
23.1	<p>Notifications to the Consultants will be sent as following:</p> <p>(a) Consultants whose Proposals were considered non responsive or did not meet the minimum qualifying technical score will be informed via email.</p> <p>(b) Consultants who have passed the minimum technical score will be invited to the opening of the Financial Proposal via email.</p> <p>(c) Consultants can participate in the Financial Proposal opening in person. The address, date and time of opening of Financial Proposal will be send on email.</p>						
23.2	<p>The online opening procedure shall be as following: The procedure for online opening of Technical Proposals can be seen at www.mpeproc.gov.in</p> <p>The procedure for notifying the Consultants on the results of the Financial opening shall be as following: same as in ITB 23.1</p> <p>Consultants can participate in the Financial Proposal opening in person. The address, date and time of opening of Financial Proposal will be send on email.</p>						
25.1	<p>For the purpose of the evaluation, the Client will exclude service tax as per prevailing rates, levied on the contract’s invoices.</p>						

26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupee (INR)</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70, and P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations: Date: 29.06.2016 Address: Madhya Pradesh State Agency for Public Services (MPSAPS). Public Service Management Department II, Floor, Sushasan Bhawan, Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis Campus Bhadbhada Road, T.T. Nagar, Bhopal, Madhya Pradesh, India. Pincode: 462003</p>
30.1	<p>Procedure for notifying unsuccessful Consultants and for publishing the contract award information is as following:</p> <p>(a) Following the award, completion of the contract negotiations and contract signing, other Consultants will be notified through email.</p> <p>(b) Contract award information will be published www.mpeproc.gov.in; mpedistrict.gov.in and UNDB online.</p>
30.2	<p>Expected date for the commencement of the Services:</p>

	Date: The date of signing of contract 15-07-2016 at: MPSAPS Office Bhopal
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Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

S#	FORM	DESCRIPTION	Page Limit
1	TECH-1	Technical Proposal Submission Form.	5
2	Power of Attorney	As per the format	3
3	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	30
4	TECH-5	Work Schedule and Planning for Deliverables	12
5	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	60

- All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.
- Checklist of forms should be provided at the beginning of proposal.
- All pages of the proposal should be numbered and ToC should be provided.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{ Bhopal, Date }

To:

The Executive Director
Madhya Pradesh State Agency for Public Services (MPSAPS).
Public Service Management Department
Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis Campus
Bhadbhada Road, T.T. Nagar, Bhopal, Madhya Pradesh, India. Pincode: 462003

Dear Sir:

We, the undersigned, offer to provide the consulting services for **MPCARS (Madhya Pradesh Citizen Access to responsive Services) Project to MPSAPS** in accordance with your Request for Proposals dated 07.05.2016 and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.”

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Form: Power of Attorney

Know all men by these presents, we, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us, holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed by the (SAPS) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the SAPS, representing us in all matters before SAPS, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the SAPS in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the agreement with SAPS.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....
(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted Notarized

(Signature, name, designation and address of the Attorney)

Notes:

- ♣ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- ♣ Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) *Consultant Understanding of concept, importance of GPR in the project and role of PMU.*
- b) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here. }
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc. }

**FORM TECH-5
WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

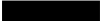

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

N°	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abb}	Lead Project Manager	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2		Governance / Public Service Delivery Specialist 1													
K-3		Governance / Public Service Delivery Specialist 2													
K-4		M&E Specialist													
K-5		Senior Data Analyst 1													
K-6		Junior Data Analyst 2													
K-7		Junior Data Analyst 3													
K-8		eGovernance/ MIS Specialist													
K-9		Procurement Specialist													
K-10		Social Inclusion and Communication Specialist													
K-11		Financial Management Specialist													
K-12		Audit Specialist													

											Subtotal					
NON-KEY EXPERTS																
N-1			[Home]													
			[Field]													
N-2																
N																
											Subtotal					
											Total					

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

1. Name of Staff :

2. Proposed Position :

3. Employer: :

4. Date of Birth: : DD/MM/YYYY **Nationality:**

5. Education

<u>S#</u>	<u>Degree/certificate or other specialized education obtained</u>	<u>School, college and/or University Attended</u>	<u>Degree/certificate Issuing University/ Board/ Agency</u>	<u>Year Obtained</u>

6. Professional Certification or Membership in Professional Associations:

7. Other Relevant Training/ Certification:

8. Countries of Work Experience:

9. Languages Known:

Language	Read	Write	Speak

10. Employment Record:

From [Year/Month]: **To**

Employer :

Positions held:

11. Detailed Tasks Assigned *[List all tasks to be performed under this assignment]:*

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Assignment 1

Name of assignment or project:	
Year	
Location	
Client	
Main project features	
Positions held	
Activities performed (List all deliverables/tasks as in TECH- 5 in which the Expert was involved)	

12.Do you currently or have you ever worked for the World Bank Group including any of the following types of appointments: Regular, term, ETC, ETT, STC, STT, JPA, or JPO? If yes, please provide details, including start/end dates of appointment.

Expert’s contact information: (e-mail, phone.....)

Certification

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{Day/month/year}

Name of Expert

Signature

Date

{Day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakup of Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
The Executive Director
Madhya Pradesh State Agency for Public Services (MPSAPS).
Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis Campus
Bhadbhada Road, T.T. Nagar, Bhopal, Madhya Pradesh, India. Pincode: 462003
Telephone: 0755 2770926

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **MPCARS (Madhya Pradesh Citizen Access to responsive Services) Project to MPSAPS** in accordance with your Request for Proposal dated 07/05/2016 and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *“excluding” of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature { In full and initials }: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2 SUMMARY OF COSTS

Sr. #	Details	Total cost for 60 months Cost in INR (Indian Rupees)
1	Cost of Providing Consultants to MPCARS Project Total Cost of the Financial Proposal {Should match the amount in FIN-1}	
	Service Tax (@ 14%+0.5 Swachta Cess+ 0.5 Krishi Vikas Cess)	
	Grand Total of Cost	

Note: 1. Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKUP OF COSTS

Sr. #	Level	Position	No. of Resource	Person Month Cost in INR (Excluding OPE & Taxes)	Total cost for 60 months Cost in INR (Indian Rupees)
1	L1	Lead Project Manager	1		
2	L2	Governance / Public Service Delivery Specialist 1	1		
3	L3	Governance / Public Service Delivery Specialist 2	1		
4	L2	M&E Specialist	1		
5	L2	Senior Data Analyst 1	1		
6	L3	Junior Data Analyst 2	1		
7	L3	Junior Data Analyst 3	1		
8	L2	eGovernance/ MIS Specialist	1		
9	L2	Procurement Specialist	1		
10	L2	Social Inclusion and Communication Specialist	1		
11	L2	Financial Management Specialist	1		
12	L2	Audit Specialist	1		
Total Cost of the Financial Proposal {Should match the amount in FIN-1}					
All Other Cost					
Service Tax (@ 14%+0.5 Swachta Cess+ 0.5 Krishi Vikas Cess)					
Grand Total of Cost					

Date:

Signature, Name & Title of signatory

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Bank Policy – Corrupt and Fraudulent Practices

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁴;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;

³ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁴ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁶;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁷, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and

⁶ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁷ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

(ii) to be a nominated⁸ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁸ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

Section 7. Terms of Reference

To provide Project Management Support and Consultants to MPSAPS

I. Background

1. The Government of Madhya Pradesh (GoMP) is committed to ensure and improve the rights-based entitlements of the citizens of state. In order to guarantee, enrich and develop effective service delivery systems the state in year 2010 enacted the “*The Public Service Delivery Guarantee Act*’ (PSGA). The PSGA mandates the selected departments to re-engineer their business processes so that the public services notified under the Act can be delivered within a stipulated time period. It sets time-lines for service delivery, creates an appellate structure in the event that government officials fail to meet these deadlines, and allows for the imposition of penalties for delays. The Act currently covers 161 notified public services with a guarantee of timelines and accountability in case of discrepancy, delay or denial of service.
2. The Public Service Management Department (PSMD), GoMP has been created to provide a dedicated institutional structure for the implementation of the provisions of the Act. The department to ensure ease and reach its services, has established 413 Lok Sewa Kendras (LSKs) at the block level, throughout the state, through public-private partnerships (PPP). The LSKs are the facilitation centres where the public can lodge their applications for services and receive a receipt. The application is lodged digitally, with all the supporting documentation scanned and attached. The government is then required to deliver the notified services within a specified timeframe. Currently LSK’s deliver 107 online state and local government services covered under the PSGA out of a total of 161 notified services. These LSKs have eased access for the public by setting up a one-stop shop, allowing citizens to access services provided by multiple departments in one location. LSKs also increase government accountability by providing citizens with a receipt.

II. Introduction-'MPCARS Project'

3. The Government of Madhya Pradesh to further strengthens and to meet the current challenges being faced by the LSKs is initiating MPCARS Project (Madhya Pradesh Citizen Access to Responsive Services) supported by the World Bank (*herein after also referred to as project*). This project is expected to bring about transformational change to improve public service delivery in state of Madhya Pradesh. The project mission is to ‘facilitate wide spread access to public services, “anywhere, anytime and to everybody” through transparent and accountable governance’. Thus the over-all aim of the project is ‘to provide improved access to public services to all citizens of Madhya Pradesh, but with a special focus on citizens living in low income districts, and citizens from vulnerable and marginalized groups’.

4. Government is also integrating services provided by the other departments to cater the citizen's requirement at a single place. The cross service availability will enable government to serve anywhere, anytime basis. Non PSGA services are also integrating with MPeDistrict Portal to deliver citizen services through lok seva service delivery mechanism.
5. The implementation of the project will be done by Madhya Pradesh State Agency for Public Services (MPSAPS), under PSMD. The MPSAPS will serve as the front end agency for PSMD to implement the project in the state. It will cover the entire state population (727 million) with a preference for poorer and marginalized sections of society (34.08% of population).
6. **Project Duration:** This selection process will result in a contract for **five** years. Depending on the mutual consent of both the parties and available budget the contract can be extended further for a period of one year.
7. **The key outcomes of the project are as under:-**
 - i. Improved access to public services in low income districts.
 - ii. Improved access to public services among the under-served population.
 - iii. Improved quality of public service delivery.
8. There are three key project components as mentioned below:
 - (a) **Access to Service and Citizen Outreach**
 - i. Multiple delivery channels
 - ii. Single Window Government
 - iii. Last Mile Service Delivery
 - iv. Proactive Assistance to Citizens
 - v. Awareness and demand creation
 - vi. Enhanced user experience

Key Component Outcome: Improved access to public services.

- (b) **Integration of Government Systems**
 - i. Process efficacy and efficiency
 - ii. Integrated service delivery
 - iii. Public and private services
 - iv. State of the art ICT infrastructure
 - v. Transparency and accountability
 - vi. Financial sustainability

Key Component Outcome: Improved quality of public services

- (c) **Performance Management**
 - i. Citizens feedback
 - ii. Knowledge management
 - iii. Institutional and individual capacity building
 - iv. Project management
 - v. Monitoring and evaluation

- vi. Data analysis and management

Key Component Outcome: Improved monitoring of public services.

III. Objective and need of the assignment

- 9. The objective of this assignment is to provide certain defined services to public and technical assistance to MSAPS for implementation of the project. Therefore the MPSAPS intends to setup a Project Management Unit (PMU) for which it requires consultants with required qualifications and experience. Hence MPSAPS wishes to engage services of consultants to create a PMU and to support MPSAPS for provide certain defined services to public and technical assistance to MSAPS for implementation of the project.

IV. Scope of the assignment

The scope of work of PMC shall include but not limited to:

- a) Prepare an overall plan and schedule for the project in sufficient detail to ensure all important activities are identified, clearly show linkages between activities, allow monitoring of progress, provide early indications of potential problems, and enable interventions by the PIU, PMC, other consultants and contractors to maintain the project schedule. This plan will be updated frequently.
- b) Institutional development and capacity building of the Project Implementation Unit at SAPs (strategic development, assessment of capacity and workload, TNA exercise to identify training needs, change management strategy, staff recruitment).
- c) Preparation of Term of Reference and RFPs for consultants required for the implementation of each project component. Assist with technical and administrative oversight of consultants and vendors.
- d) Contract and Procurement Management: monitor the progress and quality of works for compliance with the contractual provisions. Hold regular meetings with contractors, other consultants and stakeholders. Inform GoMP and Bank of potential delays, cost overruns and non-compliances and recommend corrective actions.
- e) Financial Management: Assist SAPS with the preparation of project accounts, financial management, procurement, risk management and ensuring compliance with all statutory and World bank requirements in these areas.
- f) Project Monitoring and Evaluation: Assessment of achievements of project objectives through monitoring of result framework/indicators agreed between Bank and GoMP. Modalities for the necessary data collection will need to be agreed.
- g) Project Reporting: Monitor actual progress and costs against plans and budgets and prepare detailed Quarterly Progress Reports on activities, progress and costs of all project components.

The report will be a summary of progress reports prepared by contractors, consultants and other agencies in all components of the project. The contents and formats of the report will be agreed with the PIU. Preparation of Annual, Mid Term Report and Project Completion Reports, based upon the detailed progress reports and as per GoMP and World Bank specified format.

- h) PMC will be required to participate in various discussions / meetings / missions as may be called upon by the MPSAPS and provide required information/documents. These may require frequent travelling to New Delhi.
- i) Prepare RFP / MoUs / Contract for System Integrators / External Agencies with whom SAPS is collaborating or procuring specialist services.
- j) Establish Data Analytics cell, use data mining tools and produce meaningful reports to MPSAPS.
- k) Assist PIU with implementing of Government Process Reengineering (GPR) and administrative reforms in Line Departments and District Administration Offices.
- l) Preparation of Change Management and training plans, legal changes and draft Government Orders for such changes. Facilitation of training needs assessment for all project stakeholders and managing the change management and capacity building initiatives in all Line Departments.
- m) Supervision of the installation, commissioning of IT infrastructure at Central Server Location and also at each district location.

V. Key Tasks and Responsibilities

Description of Services of Consultants to be provided are hereunder:

1. Lead Project Manager

The Project Management specialist will have a post-graduate degree in public administration, business management, political science or another related discipline. S/he must be PMP certified and will have at least 10 years of relevant work experience, including consulting in areas related to public service delivery, public sector reform and monitoring and evaluation. S/he will have a good understanding of change management concepts and approaches, experience in conducting capacity building training, and very strong planning, system development and organizational skills. The specialist will demonstrate a solid understanding of the principles of social inclusion and ideally, experience of applying these principles. Experience of working on large projects is essential.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

- Supporting SAPS in their capacity development to assist them in effective project management.
- Assisting SAPS with the development of a detailed project work plan, including specific objectives, indicators, work planning (task allocation and responsibilities etc.)

- Input into the establishment of Social and Financial Inclusion Cell within PSMD and activity implementation as required.
- Provision of project management, data analytics, and monitoring and evaluation skills as required.
- Supporting SAPS with the development and implementation of an effective Monitoring and Evaluation system.

The project manager will coordinate the members of the project implementation team and ensure that they deliver collectively the following deliverables:

- Inception Report including detailed five year work plan outlining activities, timeframe and allocation of responsibilities.
- Implementation plan per DLI.
- Monitoring of results framework and indicators, including monitoring and evaluation plan.
- Quarterly and Annual Progress reports including progress and costs against plans and budgets for all project components.
- Mid-Term and Project Completion Reports.
- Terms of reference (ToRs) and Requests for Proposals (RFPs) for consultants and vendors required by the project, as per World Bank and GoMP procurement guidelines.
- All reports and tasks as specified by SAPS from time to time.

2. Governance / Public Service Delivery Specialist 1

The Public Service Delivery specialist will have a post-graduate degree in public administration, business management, political science or another related discipline. S/he will have at least 8 years of relevant work experience, including experience in working in government and/or consulting in areas related to public service delivery, public sector reform and monitoring and evaluation. S/he will have a good understanding of change management concepts and approaches, experience in conducting capacity building training, and very strong planning, system development and organizational skills.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

- Expansion of LSK Network (plotting existing services, preparation of public service delivery strategy, preparation of a strategy to integrate all existing and future services).
- Improving LSK Center's Efficiency and Citizen Friendliness (standards and regular assessments).
- Expansion of LSK Services (review all services offered, both public and private sector services and delivery models, national level conference on Public Service Channels)
- Institutional development and capacity building of the Project Implementation Unit at SAPs (strategic development, assessment of capacity and workload, TNA exercise to identify training needs, change management strategy, staff recruitment).
- Input into the establishment of Social Inclusion Cell within PSMD and activity implementation as required.
- Provision of project management, data analytics, and monitoring and evaluation skills through the establishment of Knowledge Management Cells at State and Divisional level.
- Improving monitoring and evaluation tools and analytic reporting.
- Support to government process reengineering.
- Support in integration of Aadhaar, other third party applications.

3. Governance / Public Service Delivery Specialist 2

The Public Service Delivery specialist will have a post-graduate degree in public administration, business management, political science or another related discipline. S/he will have at least 5 years of relevant work experience, including experience in working in government and/or consulting in areas related to public service delivery, public sector reform and monitoring and evaluation. S/he will have a good understanding of change management concepts and approaches, experience in conducting capacity building training, and very strong planning, system development and organizational skills.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

- Expansion of LSK Network (plotting existing services, preparation of public service delivery strategy, preparation of a strategy to integrate all existing and future services).
- Improving LSK Center's Efficiency and Citizen Friendliness (standards and regular assessments).
- Expansion of LSK Services (review all services offered, both public and private sector services and delivery models, national level conference on Public Service Channels)
- Institutional development and capacity building of the Project Implementation Unit at SAPs (strategic development, assessment of capacity and workload, TNA exercise to identify training needs, change management strategy, staff recruitment).
- Input into the establishment of Social Inclusion Cell within PSMD and activity implementation as required.
- Provision of project management, data analytics, and monitoring and evaluation skills through the establishment of Knowledge Management Cells at State and Divisional level.
- Improving monitoring and evaluation tools and analytic reporting.
- Support to government process reengineering.
- Support to Governance / Public Service Delivery Specialist 1
- Support in integration of Aadhaar, other third party applications.

4. M&E Specialist

The Monitoring and Evaluation Specialist will hold a Master's degree in a related discipline and a minimum of 5 years' experience working on M&E relating to international donor funded development or institutional development projects. Preference will be given to those who are familiar with the M&E practices as approved by the World Bank. The incumbent should have experience of M&E methods and approaches, planning, design and implementation of M&E systems, data collection, analysis and reporting.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

- Supporting SAPS in their development of monitoring and evaluation skills.
- Assisting in the design and improvement of monitoring and evaluation tools such as a definition and framework for key performance indicators.
- Supporting the implementation of baseline survey and annual progress tracking surveys, analysis and presentation of results.
- Preparation of M&E Planning document.
- Support in preparation of other planning documents.
- Preparation of M&E framework and approval.
- Selection and procurement of third party M&E tool.

- Consultation meeting for M&E with line departments, DC offices and other stakeholder.
- Implement M&E in Public Service.
- Periodic reports to MPSAPS on project targets achievements.
- Assist the organizing for various workshops/seminars/ Training Sessions involving key stakeholders at all levels (including State, District and field Level).
- Support in other activities.
- Application Development, Testing, STQC Audit support.
- Quality Assessment.
- Public Service point of presence.

5. Senior Data Analyst

The Senior Data Analyst will hold a Master's degree in a related discipline (Statistics/ Mathematics/ Economics/ Commerce/Engineering Degree) and a minimum of 5 years' experience working on work experience on Business Intelligence Projects, Data Analytics and Data Modelling projects. Preference will be given to those who are familiar with the Data Analytics projects approved by the World Bank. The incumbent should have experience of BI methods and approaches, planning, design and implementation of BI systems, data collection, analysis and reporting.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

- Supporting SAPS in their establishment of Data Analytics Cell.
- Preparation Analytics planning Static Analytics, Process Re-engineering Analytics, Predictive/Trend Analytics.
- Strategy Document for BI / DA for the eDistrict / CM Helpline project.
- Proposal for BI / DA tool based on open source.
- Creation of Platform for BI/DA
- Social Media Analytics
- Establishment of Data Analytics Cell in MPSAPS.
- Selection and procurement of third party Analytics tool (if required).
- Consultation meeting for third party Analytics tool.
- Implement third party Analytics tool in Public Service.
- Periodic reports to MPSAPS on project analytics.
- Assist the organizing for various workshops/seminars/ Training Sessions involving key stakeholders at all levels (including State, District and field Level).
- Support in other activities.
- Reporting on usage of public services by Citizen, women, SC/ST citizen.

Note: - Junior Data Analyst 1 and Junior Data Analyst 2 will support Senior Data Analyst in fulfilment of above key tasks.

6. eGovernance/ MIS Specialist

The Consultant Program Management Specialist will be a graduate in Information Technology or computer science and engineering, and/or will hold a master's degree in computer application. The Specialist will have at least 5 years of relevant professional experience, as well as experience in project management (in multilateral funding agencies funded projects if possible), project organization methodologies, data modeling and data flow analysis for information systems. Knowledge of computerized database platforms, computerized front-end languages and experience using project performance and impact indicators is required.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

1. Expansion of LSK Network (plotting existing services, preparation of public service delivery strategy, preparation of a strategy to integrate all existing and future services).
2. Improving LSK Center's Efficiency and Citizen Friendliness (standards and regular assessments).
3. Expansion of LSK Services (review all services offered, both public and private sector services and delivery models, national level conference on Public Service Channels)
4. Institutional development and capacity building of the Project Implementation Unit at SAPs (strategic development, assessment of capacity and workload, TNA exercise to identify training needs, change management strategy, staff recruitment).
5. Input into the establishment of Social and Financial Inclusion Cell within PSMD and activity implementation as required.
6. Provision of project management, data analytics, and monitoring and evaluation skills through the establishment of Knowledge Management Cells at State and Divisional level.
7. Improving monitoring and evaluation tools and analytic reporting.

7. Procurement Specialist

The Procurement Specialist will provide day to day procurement support to the SAPS. The candidate will have a university degree in any discipline, with a specialization in any relevant field of procurement. Post-Graduate specialization in a specific field of procurement is desirable. S/he should have a minimum of 5 years professional experience, particularly working with Government and Multilateral funding agencies funded projects.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

1. Support to the preparation of the annual procurement plan.
2. Support to procurement processes to be conducted under the project, including preparation of bidding documents, evaluation of proposals and contract management.
3. Preparation of Procurement Planning document.
4. Support in preparation of other planning documents.
5. Preparation of RFPs and approval.
6. Bid Process Management.
7. Contract Management.
8. Selection and procurement of vendor, equipment and works.
9. Periodic reports to MPSAPS on project targets achievements.
10. Updation in Procurement Plan.
11. Evaluation of procurement.

12. Support in other activities.

8. Social Inclusion and Communication Specialist

The Information Education and Communication Specialist will have a Master's degree or an equivalent qualification in the social sciences, with minimum of 5 years of relevant work experience. Ideally, this experience should include working on Government and World Bank financed projects in India. The candidate must have knowledge of World Bank related guidelines on social inclusion and gender and practicalities of implementation, with a comprehensive understanding and practical experience of how to mainstream social groups within organizational policies, program development and implementation. Experience in data procurement and analysis from the perspective of socially excluded groups is required.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

- Preparation of IEC Outreach Planning document.
- Selection and procurement of third party vendor, works.
- Associate with third party vendor to complete the IEC activity.
- Establish and run social inclusion cell.
- Evaluation of IEC campaign.
- Communication campaign; targeted outreach program for vulnerable groups; development of a feedback mechanism to gather systematic feedback by SMS; establishing grievance redressal and appeal mechanism; annual satisfaction survey.
- Development of IEC activities / materials to reach vulnerable groups.
- Improving monitoring and evaluation tools and analytic reporting.
- Institutional development and capacity building of the Project Implementation Unit at SAPs (strategic development, assessment of capacity and workload, TNA exercise to identify training needs, change management strategy, staff recruitment).
- Establishment of Social and Financial Inclusion Cell within PSMD (development of social inclusion policy, IEC activities to reach vulnerable groups, key communication documents, statistical analysis to ensure disaggregated reporting on vulnerable groups, studies).
- Provision of project management, data analytics, and monitoring and evaluation skills through the establishment of Knowledge Management Cells at State and Divisional level.
- Improving monitoring and evaluation tools and analytic reporting.
- Periodic reports to MPSAPS on project targets achievements.
- Support in other activities.

9. Financial Management Specialist

The Financial Management Specialist will be a highly qualified financial advisor, with a post-graduate degree in a relevant field, and 5 years of professional work experience. S/he will have direct experience of project financing, risk analysis (identification and quantification of risk), and ensuring that payment structures offer the optimum balance of risk and reward.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

- Provision of financial management, financial data analytics.

- Improving monitoring and evaluation tools and analytic reporting
- Preparation of Financial Planning document.
- Support in preparation of other planning documents on financial aspect.
- Monitoring of fund flow.
- Periodic reports to MPSAPS on financial targets achievements.
- Support in other activities.

10. Audit Specialist

The Audit consultant Specialist will be a highly qualified Audit advisor, with a post-graduate degree in a relevant field, and 5 years of professional work experience. S/he will have direct experience of project audit, risk analysis (identification and quantification of risk), and ensuring that payments are made as per the guidelines of World Bank.

Key Tasks and inputs expected from this specialist are (including, but not limited to):

- Preparation of Audit Planning document.
- Support in preparation of other planning documents.
- Selection and procurement of third party vendor, work.
- Associate with third party vendor to complete the External Verification.
- Evaluation of DLI achievements.
- Periodic reports to MPSAPS on targets achievements.
- Support in other activities.

VI. Deliverables

Deliverables with timelines are below.

S#	Major Component	Activities	Timelines
			(in Months)
1	Issue of Work Order	Issue of Work Order to the successful consultant	T
2	Kick Off	Project Kick off meeting. <ul style="list-style-type: none"> • Selected Consultant will present the Approach, Methodology and Work Plan. • The same will be discussed for mutual consent. 	T+1
3	Planning phase : Preparation of Documents & Approval	Submission and approval of following documents to achieve the DLIs prescribed by the World Bank	
		• Project Strategy Document (DLI based achievement framework, progress icons, approach & Methodology)	T+3
		• Detailed Project Roadmap Document.	T+3
		• Detailed System Study Report (As Is Report of complete system. (Application, Processes etc.)	T+3
		• Technology Roadmap Document	T+3
		• IEC Outreach Planning Document	T+3
	• Procurement Document.	T+3	

		• Project Management Document.	T+3
		• Monitoring & Evaluation Strategy Document	T+3
		• GPR Strategy Document	T+3
		• Change Management and Capacity Building Plans.	T+3
		• Resource wise activities Planning Document	T+3
		• Training & Capacity Building Plan (Content Preparation, Master Trainer, Training Plan)	T+3
		• Knowledge Transfer Plans	T+3
4	Software Development	• Approved System Study	T+3
		• Approved Bid Document / Bid evaluation to hire Application Development Agency.	T+4
		• On boarding of agency.	T+7
		• Preparation of GO, BPR, FRS, SRS documents.	T+9
		• Liasioning with App. Development team.	T+60
		• Testing	T+12
		• Dry Run	T+12
		• Contract Management.	T+60
		• Support in Pilot and Roll-out of new services.	T+60
		• Third Party Audit support.	T+60
		• Provide ICT Advisory on Architecture Development, Software Development and System Integration.	T+60
5	Data Analytics	• Strategy Document for BI / DA for the eDistrict / CM Helpline project.	T+3
		• Approval of BI / DA tool.	T+6
		• Creation of Platform for BI/DA	T+7
		• Periodic reports (Weekly/Monthly/Quarterly) on BI/DA	T+60
		• Social Media Analytics	T+60
6	Financial Management	• Preparation, submission and approval of Financial Management Planning Document	T+3
		• Maintain and report fund flow status to MPSAPS	T+60
7	Audit	• Preparation, submission and approval of Tender Document	T+4
		• Evaluation of Bids	T+6
		• On boarding of Agency.	T+7
		• Contract Management.	T+60
		• Liasioning with agency to complete the pre-defined activities.	T+60
		• First Level vetting of documents and reports for submission to MPSAPS.	T+60
8	IEC	• Preparation, submission and approval of Tender Document	T+4
		• Evaluation of Bids	T+6
		• On boarding of Agency.	T+7
		• Contract Management.	T+60

		<ul style="list-style-type: none"> • Liaisoning with agency to complete the pre-defined activities. 	T+60
		<ul style="list-style-type: none"> • First Level vetting of documents and reports for submission to MPSAPS. 	T+60
		<ul style="list-style-type: none"> • Development of Beneficiary feedback system and conduct yearly survey through a third party agency. 	T+60
9	M&E	<ul style="list-style-type: none"> • Preparation, submission and approval of Tender Document 	T+4
		<ul style="list-style-type: none"> • Evaluation of Bids 	T+6
		<ul style="list-style-type: none"> • On boarding of Agency. 	T+7
		<ul style="list-style-type: none"> • Contract Management. 	T+60
		<ul style="list-style-type: none"> • Liaisoning with agency to complete the pre-defined activities. 	T+60
		<ul style="list-style-type: none"> • First Level vetting of documents and reports for submission to MPSAPS. 	T+60
10	GPR	<ul style="list-style-type: none"> • Identification and approval of new services. 	T+60
		<ul style="list-style-type: none"> • GPR in line department and DC offices conducted with improved automated back end. 	T+60
		<ul style="list-style-type: none"> • Preparation of GPR strategy document. 	T+60
		<ul style="list-style-type: none"> • Support in identification and approval of 15 services yearly for GPR. 	T+60
		<ul style="list-style-type: none"> • Support in mobile governance through identification of 10 services yearly for GPR. 	T+60
		<ul style="list-style-type: none"> • Preparation, submission and approval of FRS, SRS, As Is, To Be reports. 	T+60
		<ul style="list-style-type: none"> • Consultation meeting for GPR activity with line departments, DC offices and other stakeholder. 	T+60
		<ul style="list-style-type: none"> • Assist the organizing for various workshops/seminars/ Training Sessions involving key stakeholders at all levels (including State, District and field Level). 	T+60
		<ul style="list-style-type: none"> • Support in Beneficiary Feedback activity. 	T+60
		<ul style="list-style-type: none"> • Across the counter services 10 services yearly availability. 	T+60
		<ul style="list-style-type: none"> • Support in ICT infra assessment, selection of equipment, system integration. 	T+60
		<ul style="list-style-type: none"> • GPR for LSK services through Mobile platform. 	T+60
		<ul style="list-style-type: none"> • Integration with UID and data sharing. 	T+12
		<ul style="list-style-type: none"> • Across the counter services of MP Government. (LSK Services, MP Online Services, CSC Services & Other) 10 services per year. 	T+60
		<ul style="list-style-type: none"> • Interoperable framework development. 	T+60
11	Program Management (Others)	<ul style="list-style-type: none"> • Set up PSGA Point of presence fully operational to receive and process online PSGA Application. 50 centres yearly. 	T+60
		<ul style="list-style-type: none"> • Quality Assessment as per detailed scope of work. (Identify and establish service quality and KPI for LSKs, Implementing system for regularly monitoring of KPI of LSK.) 	T+60
		<ul style="list-style-type: none"> • Project Management Support for the entire period of project as per detailed scope of work. (Overall Responsibility of progress, reporting.) 	T+60
12	Contract Management	<ul style="list-style-type: none"> • Preparation, Submission and approval of Bid Documents for all the activities above. 	T+60

		• Bid Process Management	T+60
		• Vendor on boarding	T+60
		• Contract Management	T+60
		• Procurement Support for the entire period of project as per detailed scope of work.	T+60
13	Project Closure	• Project Closure	T+60
		• Project Handholding support	T+60
		• Knowledge transfer.	T+60
		• Project Closure.	T+60

Note:-

The deliverables indicated above are indicative, MPSAPS in consultation with consultants finalize the deliverables at the time of kick off meeting based on the A&M suggested by consultant and discussions on project plan.

VII. Selection of PMU and Contents of Proposal

10. The selection will follow Quality and Cost Based Selection (QCBS) as per the World Bank Consultant Selection Guidelines, version January 2011, updated July 2014 (Consultant Guidelines). As part of the proposal Consultants will be required to submit complete Technical Proposals that meet the evaluation criteria to be detailed in the RFP and Price proposals for Consultant's Core Team for providing the management services and priced offer for the services, which is estimated to require deployment of 12 persons.
11. Subsequent additions to the consultants deployed based on additional services, will be made at a rate determined on pro-rata basis. This covers all broad areas and levels of expertise required for MPSAPS. The fee rates proposed in the offer, plus cost escalation @ 5% annually, will be used as the base rates for future additions to the consultants under similar categories and levels as per requirement for implementation.
12. Overall costs which include the costs of the Consultant's Core Team for providing the management services and the offered total fee for 60 months for the MPSAPS consultants will be considered for selection purposes. Payments to consultants will be done on quarterly basis.

VIII. Review and Monitoring of the Assignment

The performance of the PMU will be judged on the basis of work done against the agreed work plan. The PMU will prepare quarterly activity plans and share it with MPSAPS. A joint monthly review mechanism will be put in place and represented by core members of MPSAPS and the PMU. The review of the progress and plan for future action will be decided therein. In case, MPSAPS has any objections related to assignment deliverables, it will inform the PMU in writing. The PMU will comply with the recommendation made by MPSAPS and accordingly complete the assignment at no additional cost.

IX. Reporting

For all purposes the PMU will be reporting to the Executive Director – MPSAPS, or his/her designee. Consultant will generate Monthly Progress Reports highlighting the accomplishment against the milestone achieved. Consultant will submit the quarterly report on activities performed by the consultants while submitting the invoice of that quarter.

X. Duration of the assignment:

This selection process will result in a contract for five years. Post three years the contract will be subject to Mid-term review and based on satisfactory performance of resources deployed, the contract will be extended for another two years. (3+2)

Depending on the mutual consent of both the parties and available budget the contract can be extended further for a period of one year. (5+1)

XI. Payment Schedule

Payment schedule are as below;

Payment Quarter	Component	Activities	Payment (In % of Project Cost)
Year One			
Quarter 1	Planning phase : Preparation of Documents & Approval	Preparation, Submission and approval of following documents to achieve the DLIs prescribed by the World Bank; Project Strategy Document (DLI based achievement framework, progress icons, approach & Methodology) Detailed Project Roadmap Document. Detailed System Study Report (As Is Report of complete system. (Application, Processes etc.) Technology Roadmap Document IEC Outreach Planning Document Procurement Document. Project Management Document. Monitoring & Evaluation Strategy Document GPR Strategy Document Change Management and Capacity Building Plans. Resource wise activities Planning Document Training & Capacity Building Plan (Content Preparation, Master Trainer, Training Plan)	5%

		Knowledge Transfer Plans	
Quarter 2	1. Software Development 2. IEC 3. M&E	Bid Documents / Evaluation of Bids/ Declaration of results to hire Application Development Agency of major component.	6% (2% each for S. Dev., IEC & M&E)
	Data Analytics	Creation of Data Analytics Cell. Procurement of necessary tools. First Report on Analytics on; <ul style="list-style-type: none"> • LSK • CM Helpline 	3%
Quarter 3	1. Software Development 2. IEC 3. M&E	<ul style="list-style-type: none"> • Bid Process Management of major component • On boarding of Agency major component 	6% (2% each for S. Dev., IEC & M&E)
	GPR	<ol style="list-style-type: none"> 1. Support in identification of 15 services yearly for GPR. 2. Preparation of GO, BPR, FRS, SRS documents. 3. Across the counter services 10 services yearly availability. 4. Support in mobile governance through identification of 10 services yearly for GPR. 	5%
Quarter 4	1. Software Development 2. IEC 3. M&E	Liasioning with agency to complete the pre-defined activities of major component	3% (1% each for S. Dev., IEC & M&E)
	1. Software Development 2. IEC 3. M&E	Contract Management of major component	2% (0.66% for S. Dev., 0.67% IEC & 0.67% M&E)
	Software Development	<ul style="list-style-type: none"> · Liasioning with App. Development team. · Testing · Dry Run · Contract Management. · Support in Pilot and Roll-out of new services. · Third Party Audit support. 	2%

		· Provide ICT Advisory on Architecture Development, Software Development and System Integration.	
	GPR	Preparation of FRS, SRS, As Is, To Be reports. 1. New Services 2. Mobile Governance 3. Across the Counter Services.	2%
		Consultation meeting for GPR activity with line departments, DC offices and other stakeholder.	3%
		Integration with UID and data sharing.	3%
		Interoperable framework development.	
Year Two to Year 5			
Quarter 1	1. Software Development 2. IEC 3. M&E	Contract Management & Liasioning with agency to complete the pre-defined activities of major component	1% (0.33% for S. Dev., 0.33% IEC & 0.34% M&E)
	GPR	Support in identification of 15 services yearly for GPR. Across the counter services 10 services yearly availability.	1%
Quarter 2	1. Software Development 2. IEC 3. M&E	Contract Management & Liasioning with agency to complete the pre-defined activities of major component	1% (0.33% for S. Dev., 0.33% IEC & 0.34% M&E)
	Program Management (Others)	1. Set up PSGA Point of presence fully operational to receive and process online PSGA Application. 50 centres yearly. 2. Quality Assessment as per detailed scope of work. (Identify and establish service quality and KPI for LSKs, Implementing system for regularly monitoring of KPI of LSK.) 3. Project Management Support for the entire period of project as per detailed scope of work. (Overall Responsibility of progress, reporting.)	2%
	GPR	Support in mobile governance through identification of 10 services yearly for GPR. GPR in line department and DC offices conducted with improved automated back end.	2%

		Preparation of FRS, SRS, As Is, To Be reports. 1. New Services 2. Mobile Governance 3. Across the Counter Services.	
		Consultation meeting for GPR activity with line departments, DC offices and other stakeholder.	
Quarter 3	1. Software Development 2. IEC 3. M&E	Contract Management & Liasioning with agency to complete the pre-defined activities of major component	1% (0.33% for S. Dev., 0.33% IEC & 0.34% M&E)
	IEC	Development of Beneficiary feedback system & Tender Process	1%
Quarter 4	1. Software Development 2. IEC 3. M&E	Contract Management & Liasioning with agency to complete the pre-defined activities of major component	1% (0.33% for S. Dev., 0.33% IEC & 0.34% M&E)
	IEC	Beneficiary Feedback: Conduct yearly survey through a third party agency.	2%
	Program Management (Others)	1. Quality Assessment as per detailed scope of work. (Identify and establish service quality and KPI for LSKs, Implementing system for regularly monitoring of KPI of LSK.) 2. Project Management Support for the entire period of project as per detailed scope of work. (Overall Responsibility of progress, reporting.)	2%
	GPR	Assist the organizing for various workshops/seminars/ Training Sessions involving key stakeholders at all levels (including State, District and field Level).	1% (From second year to Fourth year)
At the end of Year 5 only	Project Closure	Project Closure	0.5%
		Project Handholding support	
		Knowledge transfer.	
GPR	Assist the organizing for various workshops/seminars/ Training Sessions involving key stakeholders at all levels (including State, District and field Level).	0.5% (Fifth Year Only)	

Note: -

1. Milestones are described in annexure 2.
2. Where the consultants has not been able to achieve a milestone as per timeframe given above, and MPSAPS agrees that the failure of consultant to achieve the same was due to reason beyond his control, an extension of timelines may be given with approval of the High Power Committee. In such cases imposition of penalty will start after the extended timelines given.

XII. Service Level Agreement (SLA)

A. Deployment Penalties

Subject to conditions of contract if the successful bidder fails to commence the activities within the time period, MPSAPS shall without prejudice to its other remedies under the contract may levy following penalties:-

- a. If the resource proposed by the consultant in their bid for evaluation will be replaced during joining, MPSAPS may impose penalty to consultant @ 2,50,000 Rs. Per resource for replacement .
- b. First time deployment of all the resources within 15 days after the agreement is signed. Penalty of Rs. 5,000/- per day per resources if not deployed.
- c. Shortfall of attendance of resources deployed, if a resource is absent for 3 consecutive working days without any prior notice & approval, Penalty of Rs. 1000 per day per resource absent, starting from the 3rd day onwards.
- d. Replacement of resource is allowed for only one resources in a year. If there is more replacement SAPS may impose penalty to consultant @ 2,50,000 Rs. Per resource for replacement after one replacement.
- e. The deployed resources should not be engaged in any activity other than MPCARS project. If it was found that deployed consultants is/are working in any other project, penalty to consultant @ 5,00,000 Rs. Per resource may be imposed.

Note: -

1. If the delay in deployment is beyond the timelines as per above, and no extension of time is given by the MPSAPS, the contract may be terminated by MPSAPS and the Professional Liability Insurance shall be invoked.
2. It is clarified here that if the delay in deployment of resources is on the request of the MPSAPS then, no penalty shall be imposed on the bidder for that time period.
3. Consultant resources are allowed to use 5% of total time in training and skill updation subject to the prior approval of Executive Director, MPSAPS.

B. Operational Penalties:-

- f. If there is a delay in achieving milestones or submission of deliverables, penalty to consultant @ 25,000 Rs. Per deliverables per week may be imposed till the deliverables

are submitted or milestone achieved.

Note: -

1. The penalties, if applicable, shall be deducted from the quarterly payment against the invoices submitted by the consultant. The maximum 'operational penalty' that can be deducted from the invoice would be 10% of the invoice submitted. Maximum value of penalties should not exceed 10% of the project cost over the period of contract.
2. Penalty shall not be deducted from the payment, if the circumstances are beyond the control of consultants.

XIII. Composition of the PMU

Sr. No	Levels	Composition of the PMU	Unit
1	L1	Lead Project Manager	1
2	L2	Governance / Public Service Delivery Specialist 1	1
3	L3	Governance / Public Service Delivery Specialist 2	1
4	L2	M&E Specialist	1
5	L2	Senior Data Analyst 1	1
6	L3	Junior Data Analyst 2	1
7	L3	Junior Data Analyst 3	1
8	L2	eGovernance/ MIS Specialist	1
9	L2	Procurement Specialist	1
10	L2	Social Inclusion and Communication Specialist	1
11	L2	Financial Management Specialist	1
12	L2	Audit Specialist	1
		Grand Total	12

1. The PMU shall comprise of full time members and will be available for the full five-year period of project implementation. All members shall work from the MPSAPS office in Bhopal for the period of the project.

2. No replacement is allowed during the tenure of project. In case of replacement of any resource due to unavoidable circumstances, consultant will send 2 or 3 options to MPSAPS for replacement. MPSAPS may undertake an interview of the proposed resource. The Optional CVs proposed by the consultants should be equivalent or higher in qualification and experience.
3. Necessary handholding should be done during the transition period.
4. In case, any consultant work is not satisfactory, consultants will replace the resource within a month time.
5. Qualification and experience expected from the members of the PMU are provided in **Annexure-1**.

Annexure-1**Qualification and experience expected from Consultants**

S. No.	PMU (Level)	Qualification		Experience expected from this specialist are 1. Including, but not limited to). 2. Consultant should have played a similar role and should have not merely been a member of the project team.
		Essential	Desirable	
1.	Lead Project Manager (L-1)	<ul style="list-style-type: none"> • B.Tech./ B.E with Master's Degree in Business Administration. • At least 10 years of relevant work experience, including consulting in areas related to public service delivery, public sector reform and monitoring and evaluation. 	<ul style="list-style-type: none"> • PMP/PRINCE 2/ ITIL certified. • Good understanding of change management concepts and approaches. • Experience in conducting capacity building training. • Very strong planning, system development and organizational skills. • Understanding of the 	<ol style="list-style-type: none"> i. Project Management, BPR, office administration, GPR, Bid Process. ii. World Bank/ Donor funded project (understanding of GPR, WB procurement processes), e-Governance Projects in India at Central / State level is required). iii. Independently handling similar e-Governance assignment in large scale projects in India as a Project Manager/leader/ Team Lead.

			<p>principles of social inclusion.</p> <ul style="list-style-type: none"> • Experience of working on large projects. 	
2.	Governance / Public Service Delivery Specialist 1 (L-2)	<ul style="list-style-type: none"> • Post-graduate degree in public administration, business management, political science, MBA or equivalent Master's degree in any stream. • At least 8 years of relevant work experience, including experience in working in government and/or consulting in areas related to public service delivery, public sector reform and monitoring and evaluation. • Good understanding of change management concepts and approaches. 	<ul style="list-style-type: none"> • PMP/PRINCE 2/ ITIL/e-Gov Certification • Experience in conducting capacity building training, and very strong planning, system development and organizational skills. 	<ol style="list-style-type: none"> Understanding and evaluating processes for service delivery. Support for re-engineering in the new/innovative processes to improve systems and delivery Good communication & presentation skills. Experience of at least 3 years in implementation of large IT / e-Governance project. Multilateral funding project experience (including World Bank, DFID, ADB)
3.	Governance / Public Service Delivery Specialist 2 (L-3)	<ul style="list-style-type: none"> • Post-graduate degree in public administration, business management, political science, MBA or equivalent Master's degree in any stream. • At least 5 years of relevant work 	<ul style="list-style-type: none"> • PMP/PRINCE 2/ ITIL/e-Gov Certification. 	<ol style="list-style-type: none"> Understanding and evaluating processes for service delivery. Support for re-engineering in the new/innovative processes to improve systems and delivery Good communication & presentation skills.

		<p>experience, including experience in working in government and/or consulting in areas related to public service delivery, public sector reform and monitoring and evaluation.</p> <ul style="list-style-type: none"> • Good understanding of change management concepts and approaches. 		<p>iv. Experience of at least 1 years in implementation of large IT / e-Governance and World Bank Finance projects with emphasis on GPR.</p>
4.	M&E Specialist (L-2)	<ul style="list-style-type: none"> • Master's degree in a related discipline. • Minimum of 5 years' experience working on M&E relating to international donor funded development or institutional development projects. 	<ul style="list-style-type: none"> • PMP/PRINCE 2/ ITIL/e-Gov Certification. • Experience of M&E methods and approaches, planning, design. • Implementation of M&E systems, data collection, analysis and reporting. 	<p>i. Overall Monitoring & Evaluation of project progress.</p> <p>ii. Submission of periodic reports.</p> <p>iii. Escalation of delays, risk and issues.</p> <p>iv. Experience of at least 3 years in implementation of large IT/eGovernance Project.</p> <p>v. Multilateral funding project experience (including World Bank, DFID and ADB) with emphasis on Monitoring & Evaluation.</p>
5.	Senior Data Analyst (L-2)	<ul style="list-style-type: none"> • Master's Degree in Statistics/ Mathematics/ Economics/ Commerce/Engineering Degree. 	<ul style="list-style-type: none"> • Big Data / Data Analytics Tool Certification. 	<p>i. Establish and running Data Analytics Cell.</p> <p>ii. Analysis and reporting of the activities / materials.</p>

		<ul style="list-style-type: none"> • Minimum of 5 years of relevant work experience on Business Intelligence Projects, Data Analytics and Data Modelling projects. 	<ul style="list-style-type: none"> • Exposure to BI data modelling, DQ and BI (Talend, tableau, Pentaho). 	<ul style="list-style-type: none"> iii. Monitoring and analytic reporting. iv. Performing detailed analysis of data availability and corresponding ability/limitations to analytics v. Hands on experience in Mathematical /Statistical Modelling. vi. Experience using DB and BI Tool. vii. Good communication & presentation skills
6.	Junior Data Analyst 1 (Java Developer) (L-3)	<ul style="list-style-type: none"> • Bachelor's Degree in Statistics/ Mathematics/ Economics/ Commerce/Engineering Degree. • Minimum of 5 years of relevant work experience. 	<ul style="list-style-type: none"> • Java Certification (Core and Advance). • Experience in Core and Advance Java, conversant in latest Java frameworks • Exposure to develop Hadoop MapReduce framework. 	<ul style="list-style-type: none"> i. Establish and running Data Analytics Cell. ii. Analysis and reporting of the activities / materials. iii. Monitoring and analytic reporting. iv. Develop applications on Java frameworks, Hadoop MapReduce framework etc. v. Hands on experience in Mathematical /Statistical Modelling. vi. Good communication & presentation skills
7.	Junior Data Analyst 2 (L-3) (System Administration)	<ul style="list-style-type: none"> • Bachelor's Degree in Statistics/ Mathematics/ Economics/ Commerce/Engineering Degree. • 5 years of relevant work experience as 	<ul style="list-style-type: none"> • Industry Certification like MCSA, CCNA, Linux etc. • Red Linux and Windows System Administration. 	<ul style="list-style-type: none"> i. Install and configure hardware and software. ii. Daily monitoring and operation. iii. Good communication & presentation skills

		system administrator.	<ul style="list-style-type: none"> Shell Scripting (Python, Perl scripting) 	
8.	eGovernance/ MIS Specialist (L-2)	<ul style="list-style-type: none"> Graduate in Information Technology or computer science and engineering, and/or will hold a master's degree in computer application/IT or equivalent. At least 5 years of relevant professional experience. Experience in project management (in multilateral funding agencies funded projects if possible). Project organization methodologies, data modeling and data flow analysis for information systems. 	<ul style="list-style-type: none"> PMP/PRINCE 2/ ITIL/e-Gov Certification Knowledge of computerized database platforms, computerized front-end languages and experience using project performance and impact indicators is required. 	<ol style="list-style-type: none"> Provide focus on Program management through efficient communication, workshops, trainings etc. Assist in identifying Program management initiatives as part of Government Process Reengineering exercise Experience of having led business process reengineering/process improvement engagements is Desirable Good communication & presentation skills. Multilateral funding project experience (including World Bank, DFID, ADB)
9.	Procurement Specialist (L-2)	<ul style="list-style-type: none"> University degree in any discipline, with a specialization in any relevant field of procurement. Minimum of 5 years of relevant work experience on procurement/ 	<ul style="list-style-type: none"> Post-Graduate specialization in a specific field of procurement is desirable. PMP/PRINCE 2/ ITIL/e-Gov Certification 	<ol style="list-style-type: none"> Must have worked on procurement management, procurement life cycle, includes but is not limited to: Preparation of Bid Documents relevant documents as per the World Bank guidelines

		Bid Process Management.		<ul style="list-style-type: none"> iii. Well versed with the evaluation procedures iv. Contract Management v. Good communication & presentation skills. vi. Multilateral funding project experience (including World Bank, DFID, ADB).
10.	Social Inclusion and Communication Specialist (L-2)	<ul style="list-style-type: none"> • Master's degree or an equivalent qualification in the social sciences or equivalent. • Minimum of 5 years of relevant work experience. • IEC will have any Master's degree in communication or an equivalent. • Minimum of 5 years of relevant work experience on IEC. • Knowledge of World Bank related guidelines on social inclusion and gender and practicalities of implementation, with a comprehensive understanding and practical experience of how to mainstream social groups within organizational 	<ul style="list-style-type: none"> • Certification in Mass Communication, Journalism, Advertisement & Marketing. • Experience should include working on Government and World Bank financed projects in India. • Experience in data procurement and analysis from the perspective of socially excluded groups. 	<ul style="list-style-type: none"> i. Communication campaign; targeted outreach program for vulnerable groups; development of a feedback mechanism to gather systematic feedback by SMS; establishing grievance redressal and appeal mechanism; annual satisfaction survey. ii. Development of IEC activities / materials to reach vulnerable groups. iii. Improving monitoring and evaluation tools and analytics reporting. iv. Good communication & presentation skills. v. Working on National/ State level government/ local bodies/ PSUs/ International organizations.

		policies, program development and implementation.		vi. e-Gov Projects / Multilateral funding project experience (including World Bank, DFID, ADB).
11.	Financial Management Specialist (L-2)	<ul style="list-style-type: none"> • Post-graduate degree in a relevant field. • 5 years of professional work experience. • Direct experience of project financing, risk analysis (identification and quantification of risk). 		<ul style="list-style-type: none"> i. Must have worked on Financial management, contract, purchase, reporting, SLA compliance ii. Well versed with the financial aspect of eGov project. iii. Contract Management iv. Multilateral funding project experience (including World Bank, DFID, ADB). v. Good communication & presentation skills. vi. Multilateral funding project experience (including World Bank, DFID, ADB).
12.	Audit Specialist (L-2)	<ul style="list-style-type: none"> • Post-graduate degree in a relevant field. • 5 years of professional work experience 	<ul style="list-style-type: none"> • IT Audit certification • Audit process experience in larger eGovernance project. 	<ul style="list-style-type: none"> i. Must have worked on audit of financial matters, SLA compliance. ii. Monitoring, Evaluation and Certification. iii. Well versed with the Audit tool of eGov project. iv. Multilateral funding project experience (including World Bank, DFID, ADB). vii. Good communication & presentation skills.

				iii. Multilateral funding project audit experience (including World Bank, DFID, ADB).
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ANNEXURE 2 – PROJECT MILESTONES

Yearly Milestones	Component	Activities
Year One		
1	Planning phase : Preparation of Documents & Approval	Preparation & Submission of following documents to achieve the DLIs prescribed by the World Bank
		Project Strategy Document (DLI based achievement framework, progress icons, approach & Methodology)
		Detailed Project Roadmap Document.
		Detailed System Study Report (As Is Report of complete system. (Application, Processes etc.)
		Technology Roadmap Document
		IEC Outreach Planning Document
		Procurement Document.
		Project Management Document.
		Monitoring & Evaluation Strategy Document
		GPR Strategy Document
		Financial Management Planning Document.
		Change Management and Capacity Building Plans.
		Resource wise activities Planning Document
		Training & Capacity Building Plan (Content Preparation, Master Trainer, Training Plan)
Knowledge Transfer Plans		
2	<ul style="list-style-type: none"> • Software Development • IEC • M&E • Audit 	Preparation, submission and approval of Bid Document / Bid Process to hire Application Development Agency of major component.

	<ul style="list-style-type: none"> • Software Development • IEC • M&E • Audit 	Evaluation of bids and result declaration.
3	<ul style="list-style-type: none"> • Software Development • IEC • M&E • Audit 	On boarding of Agencies.
4	Data Analytics	<ol style="list-style-type: none"> 1. Strategy Document for BI / DA for the eDistrict / CM Helpline project. 2. Proposal for BI / DA tool. 3. Creation of Platform for BI/DA 4. Periodic reports (Weekly/Monthly/Quarterly) on BI/DA 5. Social Media Analytics
5	GPR	<ol style="list-style-type: none"> 1. Support in identification of 15 services yearly for GPR. 2. Preparation, submission and approval of GO, BPR, FRS, SRS documents. 3. Integration of across the counter services 10 services yearly. 4. Support in mobile governance through identification of 10 services yearly for GPR. 5. Consultation meeting for GPR activity with line departments, DC offices and other stakeholder. 6. Integration with UID and data sharing. 7. Interoperable framework development.
6	<ul style="list-style-type: none"> • Software Development • IEC • M&E • Audit 	Liasioning with agency to complete the pre-defined activities of major component.
	<ul style="list-style-type: none"> • Software Development • IEC • M&E • Audit 	Contract Management of major component.
	Software Development	Testing
	Software Development	Dry Run
		Contract Management.
		Support in Pilot and Roll-out of new services.

		Third Party Audit support.
		Provide ICT Advisory on Architecture Development, Software Development and System Integration.
	Procurement	<ol style="list-style-type: none"> 2. Updation of procurement plan. 3. Preparation, Submission and approval of bid documents as per procurement plan. 4. Evaluation of bids. 5. Contract Management, Co-ordination on procurement.
Year Two, Three, Four and Five		
9	<ol style="list-style-type: none"> 1. Software Development 2. IEC 3. M&E 	Contract Management & Liasioning with agency to complete the pre-defined activities of major component
	Program Management (Others)	<ol style="list-style-type: none"> 1. Set up PSGA Point of presence fully operational to receive and process online PSGA Application. 50 centres yearly. 2. Quality Assessment as per detailed scope of work. (Identify and establish service quality and KPI for LSKs, Implementing system for regularly monitoring of KPI of LSK.) 3. Project Management Support for the entire period of project as per detailed scope of work. (Overall Responsibility of progress, reporting.)
	GPR	Support in identification of 15 services yearly for GPR.
		Across the counter services 10 services yearly availability.
		GPR of approved mobile governance 10 services.
		Preparation of FRS, SRS, As Is, To Be reports. <ol style="list-style-type: none"> 1. New Services 2. Mobile Governance 3. Across the Counter Services.
		Consultation meeting for GPR activity with line departments, DC offices and other stakeholder.
	Assist the organizing for various workshops/seminars/ Training Sessions involving key stakeholders at all levels (including State, District and field Level).	
IEC	Development of Beneficiary feedback system & Tender Process. Beneficiary Feedback: Conduct yearly survey through a third party agency.	

At the end of Year 5 only	Financial Management & Audit	<ol style="list-style-type: none"> 1. Fund Flow Statements, Monitoring. 2. Periodic Audit Support.
	Data Analytics	<ol style="list-style-type: none"> 1. Periodic reports (Weekly/Monthly/Quarterly) on BI/DA as per defined work plan. 2. Social Media Analytics.
	Program Management (Others)	<ol style="list-style-type: none"> 1. Quality Assessment as per detailed scope of work. (Identify and establish service quality and KPI for LSKs, Implementing system for regularly monitoring of KPI of LSK.) 2. Project Management Support for the entire period of project as per detailed scope of work. (Overall Responsibility of progress, reporting.)
	Procurement	<ol style="list-style-type: none"> 1. Updation of procurement plan. 2. Preparation, Submission and approval of bid documents as per procurement plan. 3. Evaluation of bids. 4. Contract Management, Co-ordination on procurement.
	Project Closure	<ul style="list-style-type: none"> Project Closure initiation Project Handholding support Knowledge transfer.

Note:-

The milestones indicated above are indicative, MPSAPS in consultation with consultants finalize the milestones at the time of kick off meeting based on the A&M suggested by consultant and discussions on project plan.

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: MPCARS (Madhya Pradesh Citizen Access for Responsive services)

[Loan/Credit/Grant] No. Project ID : P 149182

Contract No. _____

between

[Madhya Pradesh State Agency for Public Service]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *MPSAPS* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has applied for a loan from the *International Bank for Reconstruction and Development (IBRD)*: toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *MPSAPS*

[Authorized Representative of the Client – name, title and signature]

Executive Director

State Agency for Public Services (SAPS).

Public Service Management Department

Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis Campus

Bhadbhada Road, T.T. Nagar, Bhopal, Madhya Pradesh, India. Pincode: 462003

For and on behalf of *[Name of Consultant]*

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its

obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

- c. Cessation of Rights and Obligations** 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the

Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of
Interests**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as

the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and

software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while

performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such

member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment
Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Payment on quarterly basis as per the milestone achieved will be as below:

38.3 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

**40. Currency of
Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

**41. Mode of Billing and
Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary

corrections, and thereafter the foregoing process shall be repeated.

41.2.2 *The Final Payment*. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

G. FAIRNESS AND GOOD FAITH

42. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

43. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

- 44. Dispute Resolution** 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions

Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation¹⁰;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹¹;

⁹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

¹¹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹²;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹³, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and

¹² For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹³ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

(ii) to be a nominated¹⁴ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹⁴ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of [India].
4.1	The language is: <i>English</i>
6.1 and 6.2	<p>The addresses are:</p> <p>Executive Director State Agency for Public Services (SAPS). Public Service Management Department Atal Bihari Vajpayee Institute of Good Governance and Policy Analysis Campus Bhadbhada Road, T.T. Nagar, Bhopal, Madhya Pradesh, India. Pincode: 462003 E-mail ID: loksevamp@gmail.com</p> <p>Consultant : _____ _____</p> <p>Attention : _____ _____</p> <p>Facsimile : _____ _____</p> <p>E-mail (where permitted) : _____</p>
8.1	NA
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: M. Selvendran Executive Director State Agency for Public Services (SAPS).</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	NA

12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 3 months</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 15 days after signing of contract.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 5 years</p> <p>Post three years the contract will be subject to Mid-term review by MPSAPS and based on satisfactory performance of resources deployed, the contract will be extended for another two years. (3+2=5)</p> <p>Depending on the mutual consent of both the parties and available budget the contract can be extended further for a period of one year. (5+1=6)</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Any documents prepared by the Consultant in the performance of the Services as per the deliverables schedule.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>

<p>23.1</p>	<p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”,</p>
<p>27.1</p>	<p>NA</p>
<p>27.2</p>	<p>The Consultant shall not use these <i>documents, specific deliverables, databases and information prepared/developed/received</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<p>32.1 (a) through (e)</p>	<p>NA</p>
<p>32.1(f)</p>	<p>NA</p>
<p>38.1</p>	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] excluding service tax as per prevailing rates.</i></p>

39.1 and 39.2	<p>The Client warrants that</p> <p>The Client shall reimburse the Consultant payment under the applicable law in the Client's country in respect of any payments whatsoever made to the Consultant in connection with the carrying out of the Services.</p>
41.2	<p>The payment schedule:</p> <p>Payment of installments shall be linked to the deliverables specified in the Terms of Reference and agreed Detailed Project Plan with agreed timelines.</p> <p>Payment to the consultant will be made on quarterly basis spread over five years. Payment on every quarter will be disbursed upon receiving the invoice based on milestone achieved from consultant along with the monthly report submitted during that quarter.</p> <p>In case any consultant is not available for more than approved period penalty will be deducted based on the remuneration mentioned in Fin 3 for the absent days.</p> <p>Penalty if levied shall be deducted from quarterly payment.</p> <p>Total sum of all installments shall not exceed the Contract price set up in SCC38.1.</p>
41.2.1	NA
41.2.4	NA
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <u>Selection of Arbitrators.</u> Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996, to the sole Arbitrator the Secretary Public Service

	<p>Management Department Govt. of MP or an officer nominated by her/him shall be the arbitrator.</p>
	<p>2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Madhya Pradesh Arbitration Tribunal Act, 1983 first. If not resolved then United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Bhopal only</i>;</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract. ”]